

**INDEX OF DOCUMENTS FILED  
WITH REMOVAL ACTION**

**ROBERT JONES V. STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY**

- (a) Plaintiff's Original Petition;
- (b) Executed Citation on State Farm;
- (c) Defendant State Farm's Original Answer;
- (d) Defendant State Farm's Jury Demand; and
- (e) Docket Sheet

**CAUSE NO.** 2019-70226

**ROBERT JONES** § **IN THE DISTRICT COURT**  
§  
**VS.** § **HARRIS COUNTY, TEXAS**  
§  
**STATE FARM MUTUAL** §  
**AUTOMOBILE INSURANCE COMPANY** § 334th JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

Plaintiff, Robert Jones, files this his Original Petition complaining of and against Defendant, State Farm Mutual Automobile Insurance Company.

**DISCOVERY CONTROL PLAN**

Discovery is intended to be conducted under Level 3 of the Texas Rules of Civil Procedure 190.

**PARTIES**

Plaintiff, Robert Jones, is a resident of Galveston County, Texas, and the last three digits of his Texas driver's license number are 318.

Defendant, State Farm Mutual Automobile Insurance Company is an insurance carrier licensed and authorized to conduct business in Harris County, Texas. Defendant may be served with process of service by serving its registered agent, Corporation Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701 or wherever it may be found.

**JURISDICTION AND VENUE**

The court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the court. The court has jurisdiction over Defendant because it has sufficient contacts with the state of Texas to avail itself to the jurisdiction of Texas courts. Pursuant to Texas Civil Practice & Remedies Code § 15.002(a)(1), venue is proper in this county because all or a

substantial part of the events or omissions giving rise to the claim occurred in Harris County. Pursuant to Texas Rule of Civil Procedure 47(c), Plaintiff states that he seeks monetary relief in excess of \$1,000,000.00.

### **FACTS**

This lawsuit results from a collision that occurred on April, 1 2018 in Houston, Harris County, Texas. At the time of the collision, Plaintiff was safely and lawfully traveling southbound near the 6500 block of the Gulf Freeway. Simultaneously, Mr. Le, was driving directly behind Plaintiff, failed to keep a proper lookout, failed to maintain a safe traveling distance, failed to safely apply his brakes and violently crashed his vehicle into the rear of Plaintiff's vehicle. As a result of the collision, Mr. Le was cited for failure to control speed and failure to establish financial responsibility. Mr. Le's negligence was the direct cause of this wreck and caused Plaintiff to suffer severe bodily injuries and medical expenses to treat such injuries. Plaintiff has uninsured motorist coverage, but Defendant has refused to tender the rightful amount to their insured.

### **ACTION FOR BENEFITS UNDER THE POLICY**

Plaintiff has fully complied with all of the conditions precedent to bring an action under the policy issued by Defendant, yet Defendant has failed to make any reasonable effort to resolve the claim. In support of this action, Plaintiff would show that Mr. Le was negligent and that his negligence was a proximate cause of Plaintiff's damages. As the result of the wreck caused by Mr. Le, Plaintiff sustained damages that far exceed the amount of available and collectible uninsured motorist coverage issued to Plaintiff.

**SUIT TO DETERMINE CONTRACTUAL LIABILITY**

Defendant is obligated to pay damages which Plaintiff is “legally entitled to recover” from the underinsured motorist. Tex. Ins. Code art. 5.06-1(5). Thus, suit is hereby filed to obtain a judgment establishing the negligence and uninsured/underinsured status of the negligent driver.

The underinsured motorist insurance contract is held to be unique because, according to its terms, benefits are conditioned upon Plaintiff’s legal entitlement to receive damages from a third party. Since underinsured motorist insurance contracts, unlike many first-party insurance contracts in which the policy alone dictates coverage, utilize tort law to determine coverage, suit is hereby filed to establish liability and damages thereunder. As a result of the collision made the basis of this suit, Plaintiff incurred damages as a proximate result of the negligence of the uninsured/underinsured motorist.

**BREACH OF INSURANCE CONTRACT**

All of the premiums that were due on the Defendant’s policy with Plaintiff as a named insured, at the time of the incident made the basis of this lawsuit, were paid and the policy was in full force and effect. Defendant kept Plaintiff’s money and obligated itself as described in the insurance policy that was in effect at the time of the incident in question. The severe damages in this case are such that they invoke the protection bought and paid for from State Farm for uninsured/underinsured motorist coverage. Defendant failed and refused to pay the money due under the uninsured/underinsured provisions of the policy. This failure and refusal to pay constitutes a breach of contract.

**BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING**

Without adequate explanation or justification, Defendant, by and through its agents, breached its duty of good faith and fair dealing by denying or delaying payment of benefits to

Plaintiff in accordance with his insurance agreement when it was reasonably clear that it should do so. As a result, Defendant is in violation of Texas Insurance Code, Chapter 542, *et seq.* As a proximate result of the breach of duty of fair dealing, Plaintiff suffered damages, which are more fully outlined herein below.

#### **INSURANCE CODE VIOLATIONS**

In violation of Chapter 541 of the Texas Insurance Code, Defendant has knowingly and intentionally engaged in unfair settlement practices with respect to this claim including, but not limited to, failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which the insurer's liability has become reasonably clear; and refusing to pay a claim without conducting a reasonable investigation with respect to the claim.

Further, Defendant violated Chapter 542 by requiring Plaintiff to institute this suit because of the inadequate offer it made to Plaintiff to settle this claim.

#### **DTPA CLAIM**

Plaintiff is a consumer under the DTPA because Plaintiff is an individual who purchased services. Defendant is an insurance company and can be sued under the DTPA. Defendant violated the DTPA when Defendant committed an act or practice in violation of Texas Insurance Code chapter 541. Defendant knowingly and intentionally engaged in unfair settlement practices including, but not limited to:

1. Failing to attempt in good faith to bring about a prompt, fair, and equitable settlement; and
2. Refusing to pay a claim without conducting a reasonable investigation.

All of the above acts and/or omissions were a producing cause of Plaintiff's substantial damages.

**AGENCY/RESPONDENT SUPERIOR**

Whenever it is alleged in this Petition that Defendant did any act, omission or thing, it is meant that Defendant's employees, agents, officers, directors, servants, apparent agents, ostensible agents, agents by estoppel and/or representatives did such act, omission or thing and that at the time such act, omission or thing was done, it was done with the actual or implied knowledge of Defendant or was done with the full authorization or ratification of Defendant or was done in the normal and routine course and scope of agency or employment of Defendant's employees, agents, officers, directors, servants, apparent agents or ostensible agents, agents by estoppel and/or representatives.

**PETITION FOR DECLARATORY RELIEF**

Based on the foregoing facts, and pursuant to the policy of insurance in force and effect between Plaintiff and Defendant at the time of the subject incident, Plaintiff seeks declaratory judgment pursuant to the Texas Civil Practice & Remedies Code Chapter 37, construing the contract of insurance and declaring Plaintiff's rights and obligations under the contract. Specifically, Plaintiff seeks the Court to:

1. Find that the driver that caused the wreck was negligent;
2. Determine the amount of damages that Plaintiff suffered in the wreck;
3. Determine the amount that Plaintiff is legally entitled to recover from the driver that caused the wreck;
4. Find that the driver that caused the wreck was an uninsured/underinsured motorist;
5. Find that Plaintiff is entitled to recover Plaintiff's damages from Defendant that resulted from the motor vehicle collision that is the subject of this suit.

6. Find that Plaintiff's damages fall within the coverage afforded Plaintiff under the policy with Defendant; and
7. Find the amount of damages, attorneys' fees, interest and court costs that Defendant is obligated to pay.

#### **DAMAGES**

Plaintiff sustained personal injuries and damages proximately caused by the negligence of the underinsured driver described above. As a result of these injuries, he has suffered the following damages:

1. Physical pain and suffering in the past;
2. Physical pain and suffering in the future;
3. Mental anguish in the past;
4. Mental anguish in the future;
5. Physical impairment in the past;
6. Physical impairment in the future;
7. Medical expenses in the past;
8. Medical expenses, that in all reasonable probability, Plaintiff will incur in the future;
9. Past and future disfigurement; and
10. Past and future loss of earning capacity.

Plaintiff seeks fair and reasonable compensation for his damages together with pre-judgment and post-judgment interest at the maximum amount for the maximum period allowed by law. All damages sought herein are within this Court's jurisdictional limits.

**ATTORNEY'S FEES**

Plaintiff is entitled to recover reasonable and necessary attorney fees for prosecuting this suit under the Texas Insurance Code, Texas Deceptive Trade Practices Act, and Texas Civil Practice and Remedies Code Chapter 37.

**REQUEST FOR DISCLOSURE**

Pursuant to Texas Rule of Civil Procedure 194, you are requested to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2 (a)-(l).

**DOCUMENTS TO BE USED**

Pursuant to Texas Rule of Civil Procedure 193.7, Plaintiff intends to use all documents exchanged and produced between the parties including, but not limited to, correspondence and discovery responses, during the trial of the above-entitled and numbered cause.

**DESIGNATED E-SERVICE E-MAIL ADDRESS**

The following is the undersigned attorney's designated e-Service e-mail address for all e-served documents and notices, filed and unfiled, pursuant to Texas Rule of Civil Procedures 21(f)(2) and 21a: houstonservice@sloanfirm.com. This is the undersigned's only e-Service e-mail address, and service through any other e-mail address will be considered invalid.

**PRAYER**

Plaintiff request that Defendant be cited to appear and answer, and that upon final hearing, Plaintiff shall recover the following:

1. Judgment against Defendant in a sum in excess of the minimum jurisdictional limits of the Court for Plaintiff's damages;
2. Prejudgment interest;
3. Post-judgment interest;

***Exhibit B***

4. Costs of court;
5. Attorney's fees;
6. All statutory "additional" damages; and
7. All such other relief, at law or in equity, to which Plaintiff may show himself to be entitled.

Respectfully submitted,

By: /s/ Joseph K. Jones  
JOSEPH K. JONES  
State Bar No. 24076466  
[jjones@sloanfirm.com](mailto:jjones@sloanfirm.com)  
SEAN KOCH  
State Bar No. 24104502  
[skoch@sloanfirm.com](mailto:skoch@sloanfirm.com)  
SLOAN, HATCHER, PERRY, RUNGE  
ROBERTSON & SMITH  
3000 Smith Street, Suite 4  
Houston, Texas 77006  
Phone: 713-520-8833  
Fax: 713-520-9933  
E-Service E-mail: [houstonservice@sloanfirm.com](mailto:houstonservice@sloanfirm.com)  
E-Service is only accepted at the above designated  
e-Service e-mail address

**ATTORNEYS FOR PLAINTIFF**

Receipt Number:  
 Tracking Number: 73677461

EML

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 201970226

PLAINTIFF: JONES, ROBERT

In the 334th Judicial

vs.

District Court of

DEFENDANT: STATE FARM MUTUAL AUTOMOBILE  
 INSURANCE COMPANY

Harris County, Texas

## CITATION

THE STATE OF TEXAS  
 County of Harris

TO: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY MAY BE SERVED BY SERVING ITS  
 REGISTERED AGENT CORPORATION SERVICE COMPANY  
 211 E 7TH STREET SUITE 620  
 AUSTIN TX 78701  
 OR WHEREVER IT MAY BE FOUND

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE.

This instrument was filed on September 26, 2019, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this  
 September 27, 2019.



Marilyn Burgess, District Clerk  
 Harris County, Texas  
 201 Caroline, Houston, Texas 77002

Generated By: BERNITTA BARRETT

Issued at request of:  
 JONES, JOSEPH K  
 3000 SMITH STREET SUITE 4  
 HOUSTON, TX 77006  
 713-520-8833

Bar Number: 24076466

Tracking Number: 73677461  
EMI

CAUSE NUMBER: 201970226

PLAINTIFF: JONES, ROBERT

vs.

In the 334th  
Judicial District Court

DEFENDANT: STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_\_. M., on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
*Officer/Marilyn Burgess*

Executed at (address) \_\_\_\_\_  
in \_\_\_\_\_ County  
at \_\_\_\_\_ o'clock \_\_\_\_\_. M., on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
*Officer/Marilyn Burgess*

by delivering to \_\_\_\_\_ defendant,  
in person, a true copy of this  
Citation together with the accompanying \_\_\_\_\_ copy(ies) of the  
Petition  
attached thereto and I endorsed on said copy of the Citation the date of delivery.  
*Officer/Marilyn Burgess*

To certify which I affix my hand officially this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
*Officer/Marilyn Burgess*

FEE: \$ \_\_\_\_\_  
\_\_\_\_\_ oz \_\_\_\_\_  
*Officer/Marilyn Burgess*

County, Texas

By: \_\_\_\_\_ Deputy  
*Officer/Marilyn Burgess*

Affiant  
On this day, \_\_\_\_\_, known to me to be  
the person whose signature  
appears on the foregoing return, personally appeared. After being by me duly sworn,  
he/she stated that this citation was executed by him/her in the exact manner recited  
on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.  
*Officer/Marilyn Burgess*

Notary Public

**AFFIDAVIT OF SERVICE****State of Texas****County of Harris****334th Judicial District Court**

Case Number: 201970226

Plaintiff:

**ROBERT JONES**

vs.

Defendant:

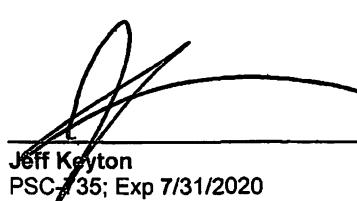
**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

Received these papers on the 1st day of October, 2019 at 2:14 pm to be served on **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** care of its Registered Agent, **CORPORATION SERVICE COMPANY**, 211 E 7th Street, Suite 620, Austin, Travis County, TX 78701.

I, Jeff Keyton, being duly sworn, depose and say that on the 1st day of October, 2019 at 3:27 pm, I:

delivered to **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** a true copy of this Citation together with Plaintiff's Original Petition and Request for Disclosure, by delivering to its Registered Agent, **CORPORATION SERVICE COMPANY**, by and through its designated agent, **ALEX ENTREKIN**, at the address of: 211 E 7th Street, Suite 620, Austin, Travis County, TX 78701, having first endorsed upon such copy of such process the date of delivery.

I certify that I am approved by the Judicial Branch Certification Commission, Misc. Docket No. 05-9122 under rule 103, 501, and 501.2 of the TRCP to deliver citations and other notices from any District, County and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime of moral turpitude, and I am not interested in the outcome of the above-referenced cause.


  
 Jeff Keyton  
 PSC-735; Exp 7/31/2020

Subscribed and Sworn to before me on the 1st day of October, 2019 by the affiant who is personally known to me.

Helen Broussard  
 NOTARY PUBLIC



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Our Job Serial Number: THP-2019007748  
 Ref: 3827825



**CAUSE NO. 2019-70226**

<b>ROBERT JONES</b>	<b>§</b>	<b>IN THE DISTRICT COURT</b>
	<b>§</b>	
<b>V.</b>	<b>§</b>	<b>HARRIS COUNTY, TEXAS</b>
	<b>§</b>	
<b>STATE FARM MUTUAL AUTOMOBILE</b>	<b>§</b>	
<b>INSURANCE COMPANY</b>	<b>§</b>	<b>334<sup>TH</sup> JUDICIAL DISTRICT</b>

**DEFENDANT'S ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

files this Answer to Plaintiff's Petition and all subsequent supplemental and/or amended petitions filed against it and would respectfully show the Court and Jury as follows:

**I.**

Pursuant to the provisions of Rule 92 of the Texas Rules of Civil Procedure, Defendant denies each and every, all and singular, the allegations contained in Plaintiff's Petition, and demand strict proof thereof.

**II.**

Defendant would show that Plaintiff has failed to fulfill the conditions precedent for bringing an uninsured/underinsured motorist claim against Defendant. Specifically, Plaintiff has failed to establish that he is legally entitled to recover damages from the owner or operator of an uninsured/underinsured motor vehicle because of bodily injury sustained by him, caused by an accident. *Part C of the State Farm Texas Personal Auto Policy.*

**III.**

Pleading further, Defendant would show that it is entitled to all credits and offsets allowed under the policy against any damages awarded by the jury. Such credits and offsets

include, but are ***not limited to***, all PIP payments made by State Farm to Plaintiff and an offset, if any, in an amount up to Tho Thi Le's liability limits.

**IV.**

Defendant would show that Plaintiff's "extra-contractual" allegations are premature and without merit since no breach of the contract has occurred.

**V.**

Defendant asserts that Plaintiff is not entitled to attorney fees in this case as there has not yet been a showing of liability or damages entitling Plaintiff to recovery of underinsured motorist benefits.

**VI.**

Defendant asserts that Plaintiff is not entitled to pre-judgment interest or any other damages beyond the policy limits of underinsured motorist coverage under the subject insurance contract.

**VII.**

Plaintiff's right to recover medical expenses is limited by the provision of TEX. CIV. PRAC. & REM. CODE 41.0105. Plaintiff is only entitled to recover the amount paid or incurred by or on behalf of the Plaintiff.

**VIII.**

Defendant reserves the right to amend this Answer pursuant to the said Rules of Civil Procedure.

**WHEREFORE, PREMISES CONSIDERED,** Defendant prays that Defendant be released and discharged of the charges filed against it; that Plaintiff take nothing by reason of

this suit; and for such other and further relief to which Defendant may be justly entitled and for which Defendant will forever pray.

Respectfully submitted,

**GERMER PLLC**



By: \_\_\_\_\_

**DALE M. "RETT" HOLIDY**

State Bar No. 00792937

**GREGORY M. HOWARD**

State Bar No. 24042989

[ghoward@germer.com](mailto:ghoward@germer.com)

2929 Allen Parkway, Suite 2900

Houston, TX 77019

(713) 650-1313 – Telephone

(713) 739-7420 – Facsimile

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served on all counsel in accordance with Rules 21 and 21a of the Texas Rules of Civil Procedure, on this 25<sup>th</sup> day of October, 2019.



\_\_\_\_\_  
**GREGORY M. HOWARD**

Page 1 of 2 Filed on 10/12/2021

**Exhibit B**

# Envelope ID :37960951

**Case Number : 201970226**

## Case Type

Jurisdiction : Harris County - 334th Civil District Court	Case Category : Civil - Injury or Damage
Case Type : Motor Vehicle Accident	Filer Type : Attorney
Payment Account: File & ServeXpress CC	Attorney : Gregory Howard
Case Number: 201970226	
Client Matter ID: 99887	Date Filed: 10/25/2019 09:59:37 AM

# Parties 3

Sending Party	Party Type	Name	Address
	Registered Agent	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (AN INSURANCE CARRIER) N A	
<input checked="" type="checkbox"/>	Defendant / Respondent	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA	
	Plaintiff / Petitioner / Old Name	JONES ROBERT	

## Documents

Status	Filing Code	Filing Description	Original Document	Converted Document	Stamped Document	Optional Services	Document Category	Document Description	Fees
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***Exhibit B***

Status	Filing Code	Filing Description	Original Document	Converted Document	Stamped Document	Optional Services	Document Category	Document Description	Fees
<a href="#">Submitted <u>cancel</u></a>	Answer/Response / Waiver (Lead Document) <b>Note to Clerk:</b>	Defendant's Answer	<a href="#">JONES-Answer.pdf</a>				Answer to Original Petition	Defendant's Answer	\$0.00
<a href="#">Submitted <u>cancel</u></a>	No Fee Documents (Lead Document) <b>Note to Clerk:</b>	Demand for Jury Trial	<a href="#">JONES-Jury.Demand.pdf</a>			Jury Fee(1 * \$40.00)	Jury Charge	Demand for Jury Trial	\$40.00

**Responsible for Filing Fees : STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA**

**Send Accepted Notifications To:**

## Service Contact 7

e-Serve	Name	Email Address	Public	Attached To	Status	Date Opened
No	Amber Zayas	azayas@germer.com	Yes	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA		Unopened
Yes	Christine Hernandez	chernandez@germer.com	Yes	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA	Sent	Unopened
No	Cynthia Wallace	cwallace@germer.com	Yes	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA		Unopened
No	Greg Howard	ghoward@germer.com	Yes	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA		Unopened
Yes	Joseph Jones	houstonservice@sloanfirm.com	No	JONES ROBERT	Sent	Unopened
Yes	Joseph Jones	jjones@sloanfirm.com	No	JONES ROBERT	Sent	Unopened
Yes	Sean Koch	skoch@sloanfirm.com	No	JONES ROBERT	Sent	Unopened

## Fees Calculation

**Exhibit B**

Allowance Charge Reason	Amount
Case Initiation Fee(\$)	\$0.00
Filing Fee(\$)	\$0.00
Filing Fee(\$)	\$0.00
Optional Service Fee(\$)	\$40.00
Total Service Fees(\$)	\$0.00
Total Service Tax Fees(\$)	\$0.00
Convenience Fee(\$)	\$1.23
Total Provider Service Fees(\$)	\$2.24
Total Provider Tax Fees(\$)	\$0.18
Total Court Service Fees(\$)	\$0.00
<b>Total Fees(\$)</b>	<b>\$43.65</b>

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§  
**V.** § **HARRIS COUNTY, TEXAS**  
§  
**STATE FARM MUTUAL AUTOMOBILE**  
**INSURANCE COMPANY** § **334<sup>TH</sup> JUDICIAL DISTRICT**

**DEMAND FOR JURY TRIAL**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Defendant herein and demands a trial by jury. The requisite jury fee is being tendered with the filing of this demand.

WHEREFORE, PREMISES CONSIDERED, Defendant requests that the Court grant a trial by jury.

Respectfully submitted,

**GERMER PLLC**



By: \_\_\_\_\_

**DALE M. "RETT" HOLIDY**

State Bar No. 00792937

**GREGORY M. HOWARD**

State Bar No. 24042989

[ghoward@germer.com](mailto:ghoward@germer.com)

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**Responsible for Filing Fees : STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NA**

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Yes	Joseph Jones	jjones@sloanfirm.com	No	JONES ROBERT	Sent	Unopened
Yes	Sean Koch	skoch@sloanfirm.com	No	JONES ROBERT	Sent	Unopened

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Total Provider Tax Fees(\$)	\$0.18
Total Court Service Fees(\$)	\$0.00
<b>Total Fees(\$)</b>	<b>\$43.65</b>

**HCDistrictclerk.com**

JONES, ROBERT vs. STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY  
Cause: 201970226 CDI: 7 Court: 334

10/31/2019

**APPEALS**

No Appeals found.

**COST STATEMENTS**

No Cost Statements found.

**TRANSFERS**

No Transfers found.

**POST TRIAL WRITS**

No Post Trial Writs found.

**ABSTRACTS**

No Abstracts found.

**NOTICES**

No Notices found.

**SUMMARY****CASE DETAILS**

<b>File Date</b>	9/26/2019
<b>Case (Cause) Location</b>	Civil Intake 1st Floor
<b>Case (Cause) Status</b>	Ready Docket
<b>Case (Cause) Type</b>	Motor Vehicle Accident
<b>Next/Last Setting Date</b>	1/25/2021
<b>Jury Fee Paid Date</b>	10/25/2019

**CURRENT PRESIDING JUDGE**

<b>Court</b>	334 <sup>th</sup>
<b>Address</b>	201 CAROLINE (Floor: 14) HOUSTON, TX 77002 Phone:7133686500
<b>JudgeName</b>	STEVEN KIRKLAND
<b>Court Type</b>	Civil

**ACTIVE PARTIES**

Name	Type	Post	Attorney
JONES, ROBERT	PLAINTIFF - CIVIL	Jdgmt	JONES, JOSEPH KYLE
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY	DEFENDANT - CIVIL		HOWARD, GREGORY MICHAEL
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (AN INSURANCE CARRIER)	REGISTERED AGENT		

**INACTIVE PARTIES**

No inactive parties found.

**JUDGMENT/EVENTS**

Date	Description	Order	Post	Pgs	Volume	Filing	Person
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		Signed	Jdgmt	/Page	Attorney	Filing
10/30/2019	DESIGNATED TRIAL READY			0		
10/25/2019	JURY FEE PAID (TRCP 216)			0		
10/25/2019	ANSWER ORIGINAL PETITION			0	HOWARD, GREGORY MICHAEL	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
9/26/2019	ORIGINAL PETITION			0	JONES, JOSEPH KYLE	JONES, ROBERT

**SETTINGS**

Date	Court Post	Docket Type	Reason	Results	Comments	Requesting Party
		Jdgmt				
1/25/2021	334	Another Docket	COORDINATORS REMINDER			
10:05 AM						
4/26/2021	334	Trial Setting	Trial on Merits			
09:00 AM						

**SERVICES**

Type	Status	Instrument Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION SERVICE RETURN/EXECUTED PETITION	ORIGINAL	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (AN INSURANCE CARRIER)	9/26/2019	9/27/2019	10/1/2019			73677461	E-MAIL

211 E 7TH STREET SUITE 620 AUSTIN TX 78701

**DOCUMENTS**

Number	Document	Post Jdgmt	Date	Pgs
87787149	Defendant's Answer		10/25/2019	3
87787150	Demand for Jury Trial		10/25/2019	2
87438409	CITATION: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY:		10/03/2019	3
87318903	Plaintiff's Original Petition and Request for Disclosure		09/26/2019	8
> 87318905	Request for Issuance of Service		09/26/2019	1